

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 5	
2. Amendment/Modification No. P00104		3. Effective Date 2003DEC03		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATBA STEVE SABBAGH (586)574-7401 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SABBAGHS@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302		Code S3605A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OGARA-HESS & EISENHARDT 9113 LE SAINT DRIVE FAIRFIELD, OH. 45014-5453				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-S019	
TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		10B. Dated (See Item 13) 2000APR10	
Code 6W728		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF THE PARTIES							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004JUN30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) STANLEY L. HARMS HARMSS@TACOM.ARMY.MIL (586)574-5481			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____/SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003DEC03	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor: OGARAH-HESS & EISENHARDT			

SECTION A - SUPPLEMENTAL INFORMATION

Contract DAAE07-00-C-S019
Modification P00104

PROGRAM:	Up Armored HMMWV
PURPOSE OF MODIFICATION:	- Revise Section B.1 OPTIONS and add Section B.2 CONTRACT EXTENSION and UNDEFINITIZED CONTRACTUAL ACTIONS (UCAs) to the contract.
PREVIOUS CONTRACT AMOUNT:	\$218,037,831
AMOUNT OF THIS ACTION:	\$ -0-
CURRENT CONTRACT AMOUNT:	\$218,037,831

1. The purpose of this bilateral modification is to revise Section B.1 and add Section B.2 to the contract. This is done as a result of increasing the total number of available option quantity vehicles by 5,280 from 2,700 to 7,980, extending the contract option period from 10 Apr 05 to 31 Oct 07; and to set forth ceiling prices and the definitization schedule as prescribed in Section B.2 (added by this modification).
2. Section B.1 is hereby revised and Section B.2 is added to the contract. This is done as a result of increasing the total number of available option quantity vehicles by 5,280 from 2,700 to 7,980, extending the contract option period from 10 Apr 05 to 31 Oct 07; and to set forth ceiling prices and the definitization schedule as prescribed in Section B.2.
3. There is no change in contract amount as a result of this modification.
4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 106 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 OPTIONS

The Government has the right to exercise option vehicles, at the unit prices stated in Section B.1.2 and B.2, provided the contractor is still in production, and a six month delivery lead-time is given to the contractor. Vehicle deliveries shall begin no later than six months after Option award or as mutually established before award. This contract becomes self-terminating should the Government decide not to exercise option vehicles.

B.1.1 VEHICLE QUANTITIES

The Government has the right to purchase vehicles in any increments up to the maximum order quantity specified below by option year. However, the total number of vehicles optioned will not exceed 2,700 vehicles. Options may be exercised beginning on the dates identified below:

<u>Options</u>	<u>Beginning</u>	<u>Qty</u>
Base Year Options	10 Apr 00	540
Option Year 1	01 Dec 00	540
Option Year 2	01 Dec 01	540
Option Year 3	01 Dec 02	540
Option Year 4	01 Oct 03	<u>540</u>
Total		2,700

B.1.2 VEHICLE PRICES (OPTIONS)

Options, if exercised, will be at the Unit Prices specified below for vehicle deliveries falling into each respective calendar year. A delivery schedule, for any options exercised, will be mutually established prior to award of any options.

<u>Deliveries</u>	M1114	Mod P00036	M1114	Gunner Shield Kit*	Revised M11145	
	<u>Unit Price</u>	<u>ECPs</u>	<u>Unit Price**</u>	<u>P/N 57K4470</u>	<u>w.Gun Shield*</u>	
CY 00	\$68,096		\$68,096			
CY 01	\$67,790		\$67,790			
CY 02	\$68,171	\$597	\$68,768	\$854	\$69,622	
CY 03	\$69,222	\$596	\$69,818	\$800	\$70,618	w/o LVOSS
			\$69,818	\$850	\$70,668	w/LVOSS
CY 04/05	\$69,955	\$595	\$70,550	\$800	\$71,350	w/o LVOSS
			\$70,550	\$850	\$71,400	w/LVOSS

*NOTE: Prices for Gun Shield Kits as Spares - add \$55 ea.

**If Navy vehicles are required an increase \$150 shall apply. The increase results from the requirement for a non-skid (textured) roof, extra gun mounting bracket and labor necessary to install the gun mounting bracket. The Gun Mount itself, P/N 12956264, will be provided as GFE by the Navy.

<u>Deliveries</u>	M1116	M1116 w/Kit B	M1145
	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
CY 00	\$ -	\$ -	\$ -
CY 01	\$ -	\$ -	\$ -
CY 02	\$ -	\$ -	\$ -
CY 03*	\$86,522	\$91,132	\$63,530
CY 04/05*	\$86,154	\$90,749	\$63,978

*Includes all applicable ECPs through Mod P00102.

B.1.3 FIELD SERVICE REPRESENTATIVE (FSR)

B.1.3.1 The contractor shall provide a field service representative to advise Government Personnel on operation, maintenance, repair and parts supplied to the vehicle, at either CONUS or OCONUS locations to be determined by the Government, in accordance with the Statement of Work as outlined in Attachment 001, para 2. The Government has the right to exercise this option incrementally at a price per man-day of \$343* at any time during the option period. The right to exercise this option expires six (6) months after the last scheduled vehicle delivery date. The total option days available are as follows:

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<u>CLIN</u>	<u>Year</u>	<u>Days</u>
7001	CY 01	150 days
7002	CY 02	300
7003	CY 03	300
7004	CY 04	150
7005	CY 05	<u>150</u>
Total Option FSR man-days		1,050 days

*Excludes travel cost. Travel cost (i.e. per diem, airfare, car rental, etc.) will be separately negotiated prior to award.

B.2 CONTRACT EXTENSION and UNDEFINITEZED CONTRACTUAL ACTIONS (UCAs)

The contract is hereby extended to allow the Government the right to exercise an additional option quantity of up to 5,280 vehicles over and above quantities identified in Section B.1.1. The Government has the right to option vehicles in any increments up to the maximum order quantity specified below and until 31 Oct 07 or within the required lead-time or by mutual agreement. Delivery schedule for option vehicles shall be by mutual agreement at option exercise. This contract becomes self-terminating should the Government decide not to exercise option vehicles. However, the total number of vehicles optioned will not exceed 7,980 vehicles. Options may be exercised beginning on the dates identified below:

<u>Options</u>	<u>Beginning</u>	Total	Qty
		<u>Qty</u>	<u>Available</u>
Base Year Options	10 Apr 00	540	
Option Year 1	01 Dec 00	540	
Option Year 2	01 Dec 01	540	
Option Year 3	01 Dec 02	540	
Option Year 4	01 Oct 03	<u>540</u>	<u>55</u> *
Subtotal		2,700	55
Contract Extension	01 Dec 03	<u>5,280</u>	<u>5,280</u>
Total		7,980	5,335 Available

*As of Mod P00104.

B.2.1 Not-to-Exceed Vehicle Prices

Options, if exercised under this provision, will be at the following Not-to-Exceed (NTE) unit prices specified below for vehicle deliveries falling into the identified calendar year.

<u>Deliveries</u>	<u>M1114 *</u>	M1116/ <u>M1116 w/Kit B</u>	<u>M1145</u>
CY 04/05	\$70,550 w/o Gun Shield	\$86,154 M1116	\$63,978
Funded @ 50%	\$35,275	\$43,077	\$31,989
CY 04/05	\$71,350 w/Gun Shield	\$90,749 M1116 w/Kit B	
Funded @ 50%	\$35,675	\$45,375	

*W/o LVOSS. Add \$50 if LVOSS is required (\$25 funded @ 50%).

Amounts awarded under this provision shall be funded at a rate of 50% until such time as the Government receives a qualified proposal.

Definitization Schedule: It is anticipated that multiple contractual awards will be made prior to definitization. The definitization schedule presented below assumes the first award will be made on 1 Dec 03, however, the schedule will be adjusted to reflect definitization within 180 days of the actual initial award date. Moreover, definitization of any awards under this UCA shall be accomplished not later than 180 days after the initial award. Both parties agree that best efforts will be made to definitize all UCAs within 120 days. The definitized contract action will be Firm Fixed Priced and accomplished in accordance with the following schedule:

<u>Schedule</u>	<u>Date</u>
Submission of Qualifying Proposal	8 Dec 03
Completion of Audit & Cost/Price Analysis	1 Mar 04
Completion of Negotiations	15 May 04
Signature of Definitized Contract	29 May 04

Once unit prices are defintized, Section B.1 will be revised accordingly.

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B.2.2 Not-to-Exceed Spare Part Prices

Should it become necessary for the Government to add additional Gun Shield Kits or OHE Transparent Armor Windscreen Kits (OHE P/N 6430914, sub-kit of OHE HArD Kit) to the contract, the following NTE unit prices are established:

<u>Gun Shield Kit</u>		HArD Kit, Windscreen w/o OEM Frame <u>(OHE P/N 6340914)</u>
w/o LVOSS	\$855 (\$428 funded @ 50%)	\$2,875 (\$1,438 funded @ 50%)
w/ LVOSS	\$905 (\$453 funded @ 50%)	

Amounts awarded under this provision shall be funded at a rate of 50% until such time as the Government receives a qualified proposal. Moreover, definitization of this UCA will be in accordance with the definitization schedule outlined in para B.2.1 above.

B.2.3 This paragraph applies to Section B.2.1 and B.2.2 above. If agreement on a definitive contract modification to supersede the NTE prices outlined above is not reached by the target date in Section B.2.1, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract.

*** END OF NARRATIVE B 001 ***